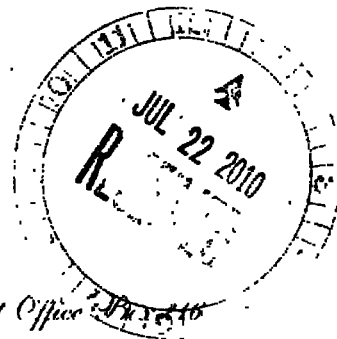


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SURFACE TRANSPORTATION BOARD



Feeney & Dixon, L.L.P.
Counsellors at Law

512 Newark Pompton Turnpike, Post Office Box 446
Pompton Plains, New Jersey 07444 (973) 839-5100
E-mail: feenedixon@aoptonline.net Fax (973) 839-4203

John T. Feeney
David E. Dixon

July 12, 2010

Karen January
Section Administration
Surface Transportation Board
Office of Proceedings
395 E Street, SW
Washington, DC 20423-0001

Re: Hiler, Mark to Hiler, Mark CORRECTIVE

One (1) 100 ton, 4,700 cubic foot Covered hopper railcar

Car Nos./Ident.: NOKL 67016 incorrectly registered as 67106

: Hiler, Mark to Hiler, Mark CORRECTIVE

One (1) 100 ton, 4,700 cubic foot Covered hopper railcar

Car Nos./Ident.: NOKL 67052 incorrectly registered as 67053

Hiler, Mark to First National Equipment Corp

Five (5) 100 ton, 4,700 cubic foot Covered hopper railcar

Car Nos./Ident.: NOKL 67050, NOKL 67052, NOKL 67054, NOKL 67008 and
NOKL 67016.

Dear Ms. January:

Enclosed herewith please find original and two copies of the following executed Bill of
Sale:

- 1) Hiler Mark to Hiler Mark - Corrective for NOKL 67016 (incorrectly referred to on
previous Bill of Sale as 67106)
- 2) Hiler, Mark to Hiler, Mark - Corrective for NOKL 67052 (incorrectly referred to on
previous Bill of Sale as 67053); and
- 3) Hiler, Mark to First National Equipmnt Corporation, for NOKL 67050, NOKL
67052, NOKL 67054, NOKL 67008 and NOKL 67016.

Kindly record the Bills of Sale listed in 1 and 2 above before recording the 3 bill of sale.
After recording, please return the recorded Bill of Sale to this office in the enclosed reply

envelope. Also enclosed are two checks one in the sum of \$82.00 and a second in the sum of \$41.00, which serves as your recording fees.

If you have any questions, please do not hesitate to contact me. Thank you for your cooperation and assistance in this matter.

Very truly yours,

FEENEY & DIXON, LLP


By: David C. Dixon by Fred
David C. Dixon

pod
enc

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PREPARED BY:

SURFACE TRANSPORTATION BOARD


David C. Dixon, Esq.
An Attorney at Law of the
State of New Jersey

Bill of Sale

(Corrective)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Mark T. Hiler, having an address at 64 Lyonsville Road, Boonton, New Jersey 07005 (hereinafter called "Seller"), for the sum of **ONE DOLLAR and no/100 (\$1.00) DOLLARS** and other good and valuable consideration, paid by Mark T. Hiler, having an address at 64 Lyonsville Road, Boonton, New Jersey 07005 (hereinafter called "Buyer"), receipt of which is hereby acknowledged by Seller, does hereby bargain, sell, assign, transfer and make available for possession and delivery at its current location unto the Buyer, its successors and assigns forever, the following units of railroad equipment (hereinafter the "PROPERTY"):

<u>Number of Units</u>	<u>Description</u>	<u>Car Nos./Ident.</u>
1	100-ton, 4700 cubic foot Covered hopper railcar	NOKL 67016*

* incorrectly previously referred to as NOKL 67106.

Seller hereby warrants that it is the legal owner of the PROPERTY, that it has full rights and powers to effect the sale of the PROPERTY, and that on delivery, the PROPERTY will be free of all mortgages, liens or any other claims against it.

Seller assigns and transfers to the Buyer all of the right, title, and interest in and to the PROPERTY described above.

Seller transfers and sells the aforesaid PROPERTY in an "as is, where is" condition, with no guarantees as to operability, sustainability, or fitness. Seller makes no express or implied warranties of any nature or sort whatsoever concerning said PROPERTY, including without limitation any warranty as to the merchantability or fitness for a particular purpose.

Seller warrants that to his/her knowledge, title to this PROPERTY has not been transferred prior to this date to any other Buyer.

Seller transfers all right, title and interest in the above rail car, including any insurance.

Buyer agrees to become a member of the Cooperative, known as Charter Meridian Services Association, and assumes all obligations of the existing management agreements and leases that have

not specifically been excluded herein. Buyer agrees to indemnify and hold harmless Seller, from and against any claims, charges, or costs, incurred following the date of closing of this sale.

Buyer assumes any risks associated with the purchase of the railcar being purchased sight-unseen and without any maintenance records.

Buyer is represented by legal counsel who has reviewed the documents prepared by the Seller's legal counsel. Buyer and Seller are responsible for their respective legal fees billed by their legal counsel.

Recording this document is optional and either the Buyer or the Seller can choose to record it. The party requesting recording will be responsible for payment of any recording fees.

Seller, for him/herself; his/her heirs, executors, and administrators, covenant and agree to and with the Buyer, to warrant and defend the sale of the PROPERTY, unto the Buyer, his executors, administrators, and assigns, against all lawful claims.

Seller, for him/herself; his/her heirs, executors, and administrators, covenant and agree that he/she holds good and marketable title to the PROPERTY, no other person or party holds any interest therein, and have delivered to Buyer an Affidavit of Title, upon which Buyer has relied in accepting title hereto.

The purpose of this transfer is to correct and confirm the NOKL number of the rail car purchased by Mark T. Hiler from Lee Wechsler by Bill of Sale dated March 9, 2010 recorded with the Surface Transportation Board on April 13, 2010 recordation no. 29236 wherein it was incorrectly reported as being NOKL 67106 when in fact the car purchased was NOKL 67016.

Dated: 6/15/2010 at Compton Plains, NJ
(Date) (City, State)

SELLER(S):

WITNESS/ATTEST:

Mark T. Hiler

Peggy M. O'Donnell

Mark T. Hiler

BUYER(S):

WITNESS/ATTEST:

Mark T. Hiler

Peggy M. O'Donnell

Mark T. Hiler